

APPENDIX OUT OF EXCHANGE TRAFFIC

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APPENDIX OUT OF EXCHANGE TRAFFIC

1. DEFINITIONS

- 1.1 This Appendix sets for the terms and conditions applicable to the exchange of Out of Exchange Traffic (as defined in Section 1.4).
- 1.2 SBC Communications Inc. (SBC-13STATE) means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 For purposes of this Appendix only, "Out of Exchange LEC" (OE-LEC) means CHARTER FIBERLINK – MISSOURI LLC is operating in an exchange area that SBC-13STATE is the ILEC and also providing telecommunication services in another ILEC's exchange area where the two Parties desire to exchange Out of Exchange Traffic as defined below.
- 1.4 For purposes of this Appendix only, "Out of Exchange Traffic" is defined as Section 251(b)(5) Traffic, ISP-Bound Traffic, FX, intraLATA traffic and/or InterLATA Section 251(b)(5) Traffic exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver that:
 - (i) Originates from an OE-LEC end user located in another ILEC's incumbent exchange area and terminates to an SBC-13STATE end user located in an SBC-13STATE exchange area or;
 - (ii) Originates from an SBC-13STATE end user located in an SBC-13STATE exchange area and terminates to an OE-LEC end user located in another ILEC's incumbent exchange area.

2. INTRODUCTION

- 2.1 For purposes of this Appendix, OE-LEC intends to operate and/or provide telecommunications services outside of SBC-13STATE incumbent local exchange areas and desires to interconnect OE-LEC's network with SBC- 13STATE's network(s).
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- 2.3 The Parties acknowledge and agree that SBC-13STATE is only obligated to make available Interconnection under Section 251(c)(2) of the Act to CLEC at technically feasible points on SBC-13STATE's network and not in locations, such as territories of other ILECs, where SBC-13STATE does not maintain a network.

3. NETWORK MANAGEMENT

- 3.1 The terms and conditions for network management, including CPN requirements, service levels, traffic management controls, reroutes, mass calling, quality of network connections and joint planning are set forth in Appendix ITR of this Agreement.

4. NETWORK CONNECTIONS FOR OUT OF EXCHANGE TRAFFIC

- 4.1 OE-LEC represents that it operates as a CLEC within SBC-13STATE exchange areas and has a Point of Interconnection ("POI") located within SBC-13STATE exchange areas for the purpose of providing telephone exchange service and exchange access in such SBC-13STATE exchange areas. Based upon the foregoing, the Parties agree that SBC-13STATE's originating traffic will be delivered to OE-LEC's existing POI arrangements in the LATA where the traffic originates in accordance with the POI requirements set forth in this Agreement. SBC-13STATE will accept OE-LEC's Out of Exchange Traffic

at its tandem switch over local interconnection facilities that currently exist or may exist in the future between the Parties to or from OE-LEC's out of exchange areas to or from SBC-13STATE's end offices. When such Out of Exchange Traffic is Section 251(b)(5) Traffic and ISP-Bound Traffic that is exchanged between the end users of OE-LEC and SBC-13STATE, the Parties agree to establish a direct end office trunk group, as set forth in Appendix ITR.

- 4.2 OE-LEC shall route originating Out of Exchange Traffic according to the LERG.
- 4.3 If SBC-13STATE is not the serving tandem as reflected in the LERG, the OE-LEC shall route Out of Exchange Traffic directly to the serving SBC-13STATE End Office.
- 4.4 Except as otherwise provided in this Appendix, for OE-LEC originated/ SBC-13STATE terminated traffic or SBC-13STATE originated/ OE-LEC terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to other party and/or not routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem.
- 4.5 SBC-13STATE shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to SBC-13STATE (as reflected in the LERG). Any compensation due SBC-13STATE for such misrouted traffic shall be paid by OE-LEC. The appropriateness of such routing and the correct SBC-13STATE serving tandems are reflected by SBC-13STATE in the LERG. This also includes traffic that is destined to End Offices that do not subtend SBC-13STATE tandem. SBC-13STATE shall provide notice to OE-LEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting.
- 4.6 Except as mutually agreed by the Parties, neither Party shall deliver traffic destined to terminate at the other Party's End Office via a Third Party ILEC's End Office or Tandem.
- 4.7 Connection of a trunk group from OE-LEC to SBC-13STATE's tandem(s) will provide OE-LEC accessibility to End Offices, IXCs, LECs, WSPs and NXXs which subtend that tandem(s). Connection of a trunk group from one Party to the other Party's End Office(s) will provide the connecting Party accessibility only to the NXXs served by that individual End Office(s) to which the connecting Party interconnects. Direct End Office Trunk groups that connect the Parties End Office(s) shall provide the Parties accessibility only to the NXXs that are served by that End Office(s).
- 4.8 SBC-13STATE will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-SBC-13STATE exchange areas, in SBC-13STATE Tandems and End Offices using SBC-13STATE's standard code opening timeframes.

5. INTERCARRIER COMPENSATION

- 5.1 The compensation arrangement for out-of-exchange traffic shall be as set forth in the Appendix Intercarrier Compensation.

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9. INTERLATA SECTION 251(B)(5) TRAFFIC

- 9.1 SBC-13STATE will exchange SBC-13STATE InterLATA Section 251(b)(5) Traffic that is covered by an FCC approved or court ordered InterLATA boundary waiver. SBC-13STATE will exchange such traffic using two-way direct final trunk groups (i) via a facility to OE-LEC's POI in the originating LATA, or (ii) via a facility meet point arrangement at or near the exchange area boundary ("EAB"), or (iii) via a mutually agreed to meet point facility within the SBC-13STATE exchange area covered under such

InterLATA waiver, (iv) or other mutually agreed upon method. If the exchange where the traffic is terminating is not an SBC-13STATE exchange, SBC-13STATE shall exchange such traffic using a two-way DF trunk group (i) via a facility to OE-LEC's POI within the originating LATA or (ii) via a mutually agreed to facility meet point arrangement at or near the EAB, (iii) or other mutually agreed upon method. SBC-13STATE will not provision or be responsible for facilities located outside of SBC-13STATE exchange areas.

- 9.2 The Parties agree that the associated traffic from each SBC-13STATE End Office will not alternate route.
- 9.3 OE-LEC must provide SBC-13STATE a separate ACTL and Local Routing Number (LRN) specific to each InterLATA local calling arrangement covered by an FCC approved or court ordered InterLATA boundary waiver.
- 9.4 Except as otherwise provided in this Appendix, for OE-LEC originated/SBC KANSAS terminated traffic or SBC KANSAS originated/ OE-LEC terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to other party and/or not routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem.
- 9.5 SBC-13STATE shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to SBC-13STATE-(as reflected in the LERG). Any compensation due SBC-13STATE for such misrouted traffic shall be paid by OE-LEC. The appropriateness of such routing and the correct SBC-13STATE serving tandems are reflected by SBC-13STATE in the LERG. This also includes traffic that is destined to End Offices that do not subtend SBC-13STATE-tandem. SBC-13STATE shall provide notice to OE-LEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting.
- 9.6 SBC-13STATE will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-SBC-13STATE exchange areas, in SBC-13STATE Tandems and End Office(s) using SBC-13STATE's standard code opening timeframes.
- 9.7 The compensation arrangement for InterLATA Section 251(b)(5) Traffic shall be governed by the compensation terms and conditions for Section 251(b)(5) Traffic in the Appendix Intercarrier Compensation.